

**Exhibit A**  
**Acceptable Use Policy**

In addition to any other agreements you have entered into with CONVERGEONE, the following terms and conditions will apply to your use of certain CONVERGEONE Services. By using CONVERGEONE Services, you are consenting to be bound to the terms of this Acceptable Use Policy, which shall be referred to as the “Acceptable Use Policy” or “AUP.”

**1. Unlawful or Unacceptable Use of the Service.** While we do not exercise editorial control over the content of any website, electronic mail transmission, or other material created or accessible over or through the Services, you may not use, or permit the use of, the Service for unlawful purposes or for purposes that CONVERGEONE finds unacceptable in its sole discretion. We are a provider of an interactive computing service as set forth the Communications Decency Act, 47 U.S.C. §230 and expressly reserve our rights to not be treated as the publisher or speaker of any information provided by another information content provider on the CONVERGEONE websites. In order to fulfill this obligation, you may not transmit, post, receive, or use Services to access, in any manner, certain material, which includes but is not limited to the following: threatening, abusive, libelous, defamatory, obscene, pornographic, profane, harmful to minors in any way or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would result in a criminal offense or civil liability, or otherwise violate any local, state, national or international laws or regulations. Moreover, you may not (i) transmit any information or software which contains a virus, worm, Trojan Horse, or other harmful component; (ii) transmit any information, software or other material that is protected by copyright or other proprietary right (including trade secret materials), or derivative works thereof, without obtaining permission of the copyright owner or right holder; (iii) transmit any bulk e-mail, whether or not solicited; or (iv) transmit any unsolicited bulk e-mail (also known as “spam”). You agree to indemnify CONVERGEONE and hold CONVERGEONE harmless from any and all claims, damages, losses, and expenses (including attorneys’ fees and expenses) resulting from or allegedly resulting from your use of the Service whether or not such use is found to be in violation of any statute, rule or regulation. **IMPORTANT NOTE: IF YOU VIOLATE THIS ACCEPTABLE USE POLICY, YOUR SERVICES MAY BE SUSPENDED OR TERMINATED WITHOUT NOTICE, AND WITHOUT A REFUND, AT THE SOLE DISCRETION OF CONVERGEONE. IF SERVICES ARE TERMINATED, EARLY TERMINATION CHARGES MAY APPLY.**

**2. Access to Other Networks.** Any time you access another network through the Service, you must comply with that network’s rules and policies. You agree to indemnify CONVERGEONE and hold CONVERGEONE harmless from any and all claims, damages, losses, and expenses (including attorney’s fees and expenses) resulting from or allegedly resulting from your access or use of other networks.

**3. Control Over Content.** CONVERGEONE provides access to various forms of content that are available over the Internet. CONVERGEONE does not screen in advance any specific information available over the Internet. CONVERGEONE reserves the right (but does not assume the responsibility) to block or limit

access to general categories of content that CONVERGEONE deems in its sole discretion to be harmful, offensive, or otherwise in violation of this Acceptable Use Policy. CONVERGEONE shall have no liability for any action or inaction with respect to content received over the Internet. It is your responsibility to control access to information that you might find unsuitable. This includes controlling access by minors through your account. By signing up for the Service you acknowledge receiving this warning and will not hold CONVERGEONE responsible for language, opinions, discussions or graphics which may be viewed on the Internet. CONVERGEONE has no obligation to monitor the Internet or any service offered via the Internet, including a Service; however, you agree that CONVERGEONE has the right to monitor electronically, from time to time, and to disclose any information as CONVERGEONE in its sole discretion deems necessary to satisfy any law, to operate its Services properly, or to protect itself or its subscribers.

**4. LIABILITY LIMITATIONS.** CONVERGEONE MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. CONVERGEONE DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONVERGEONE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE SUFFERED BY THE CUSTOMER, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, FAILURE TO DELIVER, MISTAKEN DELIVERIES OR SERVICE INTERRUPTIONS. THE USE OF ANY INFORMATION OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. CONVERGEONE MAKES NO WARRANTY AS TO THE CONTENT OR ACCURACY OF THE INFORMATION. CONVERGEONE IS NOT LIABLE FOR ANY CLAIMS RESULTING FROM ANY FAILURE OR INTERRUPTION OF THE SERVICES.

**5. Additional Information regarding Use of the CONVERGEONE Internet Service.** As a user of the CONVERGEONE Internet Service, you may be assigned IP addresses. These addresses are controlled by CONVERGEONE and may be provided to you during the time that you use the CONVERGEONE Internet Service. Any IP addresses assigned to you are controlled by CONVERGEONE and are not transferable to any other party. You will not be allowed to maintain these IP addresses if you discontinue your use of the CONVERGEONE Internet Service. IMPORTANT NOTE: IF YOU VIOLATE THIS ACCEPTABLE USE POLICY, YOUR ACCOUNT MAY BE SUSPENDED OR TERMINATED WITHOUT NOTICE, AND WITHOUT A REFUND, AT THE SOLE DISCRETION OF CONVERGEONE.

**6. Miscellaneous.** CONVERGEONE reserves the right to modify this Acceptable Use Policy from time to time, which shall become effective upon posting to the CONVERGEONE website or its successor site. Continued use of a Service constitutes acceptance of modifications made to this Acceptable Use Policy. In addition to any other available remedies, CONVERGEONE may suspend your access to and/or terminate your account without refund for any Service immediately and without notice if you engage in any conduct or activities that CONVERGEONE, in its sole discretion, believes are in violation of this Acceptable Use Policy. If you engage in any activities which cause damage to CONVERGEONE, its customers, or its suppliers, CONVERGEONE reserves the right to pursue a claim against you, including, but not limited to, a claim for monetary damages to address economic losses that may occur. Nothing contained in this Acceptable Use Policy shall be construed to limit the rights and remedies of CONVERGEONE, and CONVERGEONE hereby reserves all such rights and remedies which may be available to it at law or in equity.

**7. Enforceability.** In the event that any portion of this Acceptable Use Policy is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Any failure by CONVERGEONE to insist upon or enforce strict performance of any provision of this Acceptable Use Policy shall not be construed as a waiver of any provision or right. This Acceptable Use Policy shall be governed by and construed in accordance with the laws of the jurisdiction where the Services are to be provided , without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. **YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ACCEPTABLE USE POLICY, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**